

Hon. Ricardo S. Martinez

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

STARBUCKS CORPORATION,)	
)	No. C 09-1404 RSM
)	
Plaintiff,)	STIPULATION AND
)	[PROPOSED] ORDER RE
v.)	PRELIMINARY INJUNCTION
)	SCHEDULE AND LIMITATIONS
PAUL TWOHIG,)	ON PREHEARING CONDUCT
)	
)	
Defendant.)	
)	

The parties, Starbucks Corporation (“Starbucks”) and Paul Twohig (“Twohig”) (collectively the “Parties”), by and through undersigned counsel, hereby stipulate to the following, and request that the Court order same:

1. The Court will hear a preliminary injunction motion in this matter on Friday, November 6, 2009 at 1:30 p.m.
2. Starbucks shall file its motion for preliminary injunction and supporting papers on or before October 23, 2009.
3. Twohig shall file his opposition brief and supporting papers on or before October 30, 2009.
4. Starbucks shall file its reply on or before November 3, 2009.

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PRELIMINARY INJUNCTION
(No. C 09-1404 RSM) — 1

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5. The Parties shall be permitted the following limited, expedited discovery in aid of their briefing on the preliminary injunction motion:

- A. Starbucks shall be entitled to notice the depositions of Twohig and a 30(b)(6) representative of Twohig's new employer, Dunkin' Brands.
- B. Twohig shall be entitled to notice the depositions of a 30(b)(6) representative of Starbucks and one other deponent.
- C. By October 19, Starbucks shall produce the following, non-privileged documents to Twohig's counsel:
 - i. Twohig's employment file.
 - ii. Twohig's request to be excused from his Non-Competition Agreement, and all non-privileged documents referring or relating to Starbucks' decision to deny that request.
 - iii. Documents sufficient to detail all confidential and proprietary information that Starbucks contends was provided to Twohig, as well as any documents Starbucks intends to use in its opening motion papers.
 - iv. The parties intend to submit a stipulated protective order that will govern the use of confidential documents described above, and unless and until such time as an order is entered, all documents produced by Starbucks shall be viewed exclusively by undersigned counsel, and shall not be disclosed to any other person, and shall in no circumstances be filed with the Court.
 - v. A log of materials withheld under claim of attorney-client or work

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product privileges.

D. By October 19, Twohig shall produce the following, non-privileged documents to Starbucks' counsel:

- i. All documents (other than publicly available documents) received by Twohig on or before October 5, 2009 (start of training) that mention Dunkin' Donuts or Dunkin' Brands.
- ii. All documents reflecting his employment or any prospective employment with Dunkin' Donuts or Dunkin' Brands, including without limitation, communications with representatives of Dunkin' Donuts, Dunkin' Brands or anyone else; agreements; and documents reflecting his duties, training schedules or agendas (created on or before October 5), recruitment, solicitation of employment, and negotiations regarding his employment.
- iii. All communications with employees or representatives of Starbucks from January 1, 2008 to the present.
- iv. All documents (other than publicly available documents) that mention or refer to Starbucks or Starbucks' business in any way.
- v. A log of materials withheld under claim of attorney-client or work product privileges.

E. Starbucks shall be entitled to subpoena records from Dunkin' Brands, but the right to issue such subpoena (and to notice the deposition of Dunkin' Brands referenced above in paragraph 5(A)) shall be without prejudice to the rights of Dunkin' Brands to object or seek other relief that is available

1 to it under the court rules and applicable law.

2 6. Twohig represents and warrants that although he has accepted employment
3 with Dunkin' Brands as its Brand Operating Officer, he has not started working in that
4 capacity, but is instead in a period of training. Until such time as the Court rules on Starbucks
5 motion for preliminary injunction or November 13 (whichever comes first), Twohig's
6 activities shall be strictly limited to training and observation of Dunkin' Donuts operations,
7 and he shall not perform any services as an executive of Dunkin' Brands (other than purely
8 ministerial acts), attend any scheduled or planned executive level meetings, render any advice,
9 make any decision, or make any comment on the operations, strategies or plans of Dunkin'
10 Brands or its Dunkin' Donuts business. In the event the Court has not ruled by November 11,
11 Starbucks reserves the right to seek temporary relief extending the terms of this paragraph 6.
12

13 7. By agreeing to the terms herein, neither Starbucks nor Twohig is in any way
14 waiving or impairing any rights or arguments, but both are instead attempting to facilitate an
15 orderly process for the resolution of the preliminary injunction motion and their respective
16 conduct between now and the Court's decision.
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18 8. The Parties agree that the entry of the subjoined Order shall in no way be
19 construed or argued to constitute a ruling or comment by the Court on the merits of the
20 Parties' respective positions and arguments, which have yet to be briefed.
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